AIR POUCH
PRIORITY

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773.5-MSP/7-2655

109

FOREIGN SERVICE DESPATCH

FROM : AMEMBASSY, TRIPOLI

42
DESP. NO.

TO : THE DEPARTMENT OF STATE, WASHINGTON.

July 26, 1955
DATE

ATTENTION: Assistant for Treaty Affairs, Office of the Legal Adviser.

REF : AFSM 226.

15 For Dept. Use Only	ACTION	DEPT.
	REC'D 8/8	INFO A/REP-2 RM/R-2 OLI-6 NEA-4 E-4 S/MSA-1 ICA-10 OTHER CIA-7 OSD-4 TR-3

SUBJECT: Transmittal of General Agreement for Technical Cooperation

LEGAL ADVISER
AUG 10 1955
DEPARTMENT OF STATE

JOINT EMBASSY/USOM/L MESSAGE

There are enclosed herewith: (1) the signed original of the General Agreement for Technical Cooperation Between the United States of America and the United Kingdom of Libya, (2) the signed original of a Memorandum of Understanding concerning the General Agreement, and (3) a certified copy of a note referring to the General Agreement.

The Agreement and Memorandum were signed at Tripoli on July 21, 1955 in the office of the Prime Minister; the note was presented at the Foreign Office on the same date. The ceremony was confined to a simple informal exchange of greetings between the Ambassador and the Prime Minister, followed immediately by the signing and affixing of seals. The Ambassador was attended by the Director of USOM/L, the Embassy Deputy Chief of Mission and an Embassy Economic officer; the Prime Minister by the Director of Western Affairs of the Foreign Ministry. Photographers were present.

Details of final negotiations and textual changes are being submitted by separate despatch.

For the Ambassador:

originals retained in L/T; mm
photostats attached.

J.M. Raz

David C. Nes
First Secretary of Embassy

CC: Benghazi

ENCLOSURES:

1 - Signed original of Agreement
2 - Signed original of Memorandum of Understanding
3 - Certified copy of a note referring to the Agreement

File - no action. 8/23/55

DEPARTMENT OF STATE
L/T
AUG 10 1955
TREATY BRANCH
OFFICE OF THE LEGAL ADVISER

FILED
AUG 26 1955

HQ

TC:dds/bg
REPORTER

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ACTION COPY — DEPARTMENT OF STATE

The action office must return this permanent record copy to DC/R files with an endorsement of action taken.

14 RZ

This document must be returned to 773.5-MSP/7-2655

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GENERAL AGREEMENT

FOR TECHNICAL COOPERATION

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA

TRIPOLI JULY 21, 1955.

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GENERAL AGREEMENT

FOR TECHNICAL COOPERATION

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA

The Government of the United States of America and the Government of the United Kingdom of Libya,

Considering that the peoples of the United States and of Libya have a common interest in economic and social progress and that their cooperative efforts to exchange technical knowledge and skills will assist in achieving that objective, and

Considering that the interchange of technical knowledge and skills will strengthen the mutual security of both peoples and develop their resources in the interest of maintaining their security and independence, and

Enclosure #1,

Considering that the Government of the United States and the Government of Libya have agreed to join in promoting international understanding and good will and in maintaining world peace, and to undertake such action as they may mutually agree upon to eliminate causes for international tension,

Have agreed as follows:

ARTICLE I. TECHNICAL COOPERATION PROGRAMS AND PROJECTS

1. The Government of the United States and the Government of Libya undertake to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of Libya.

The furnishing of any technical assistance by the Government of the United States to the Government of Libya under this Agreement will be based on requests to be made by the Government of Libya and approved by the Government of the United States, and will be subject to the terms and conditions prescribed by any applicable United States legislation. The obligations of the

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Government of the United States in connection with the activities conducted pursuant to this Agreement shall be carried out by such agency or agencies as that Government may designate for that purpose.

2. The Government of Libya agrees to receive personnel to be provided by the Government of the United States and acceptable to the Government of Libya, who will discharge the responsibilities of the Government of the United States under this Agreement; provided, that the stay in Libya of any individual brought into Libya by the Government of the United States for the purposes of this Agreement shall be contingent upon his continuing acceptability to the Government of Libya. The Government of the United States may constitute such personnel as a mission which shall bear such title as the Government of the United States may designate and which may be headed by an official who shall be selected and assigned by, and whose title shall be designated by, the Government of the United States. The Government of Libya will give full cooperation to such personnel and provide them such access within Libya as may be necessary for observation and survey of the carrying out of this Agreement, including the use of assistance furnished under it.

3. Particular technical cooperation programs and projects may be carried out pursuant to the provisions of such separate written agreements or understandings as may be concluded between the two Governments. Such subsidiary agreements may be executed

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[illegible] Article 2, [illegible] of this Agreement.

2. [illegible] the Government of the United States and Libya will make public in their respective countries periodic reports on the technical cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

3. The Governments of the United States and Libya will endeavor to give full publicity to the objectives and progress of the technical cooperation program carried on under this Agreement.

ARTICLE III. RIGHTS AND EXEMPTIONS

1. Any supplies, materials, equipment or funds introduced into Libya by the Government of the United States for purposes of any program or project conducted pursuant to this Agreement shall be admitted into Libya free of any customs duties and import taxes and shall be exempt from any other taxes, service charges, investment or deposit requirements, and currency controls.

2. All personnel (other than citizens and residents of

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Libya) whether employees of the Government of the United States, individuals employees of public or private organizations under contract with the Government of Libya or its agencies or the Government of the United States or its agencies, who are present in Libya to perform work in connection with this Agreement and whose entrance into the country has been approved by the Government of Libya, shall be exempt from income and social security taxes levied under the laws of Libya with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, from property taxes on personal movable property intended for their own use, and, except as may otherwise be agreed between the two Governments, from the payment of any tariff or duty upon personal or household goods or their private motor vehicles brought into Libya for the personal use of themselves and members of their families; provided that such exemption from any tariff or duty shall not apply to such personal or household property or private motor vehicles which any of such personnel may sell in Libya to any persons not entitled to such exemptions.

ARTICLE IV. EXCHANGE AND PROTECTION OF UNITED STATES FUNDS

1. Funds introduced into Libya by the Government of the

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United States for purposes of this Agreement may be converted into Libyan pounds at the highest rate of Libyan pounds to United States dollars which, at the time the conversion is made, is not unlawful.

2. The two Governments will establish procedures whereby the Government of Libya will so deposit, segregate or assure title to all funds allocated to or derived from any United States aid program that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

ARTICLE V. GENERAL PROVISIONS

1. This Agreement shall enter into force on the date on which it is signed. It shall remain in force until 90 days after the receipt by either Government of notice in writing of the intention of the other to terminate the Agreement.

2. The two Governments shall, upon the request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

3. Military programs and project agreements and other

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agreements and arrangements which may be concluded may remain in force beyond any termination of this Agreement, in accordance with such arrangements as the two Governments may make.

4. This Agreement supersedes the Point Four Agreement for Technical Cooperation between the United States and Libya, signed at Tripoli on January 21, 1952. Program and project agreements subsidiary to the Point Four Agreement of January 21, 1952 shall, however, continue in effect in accordance with their terms unless otherwise agreed, except that provisions therein inconsistent with this Agreement or relating to the Libyan-American Technical Assistance Service (LATAS) shall be of no further force and effect after July 31, 1955. Unexpended balances of funds contributed to LATAS in accordance with the Point Four Agreement of January 21, 1952 and program and project agreements subsidiary thereto shall on July 31, 1955 revert to the respective governments for use, unless otherwise agreed, for the purposes for which contributed; other remaining assets [illegible] transferred to the Government of Libya or such other entities as may be agreed by authorized representatives of the two governments of the United States and Libya for use, unless otherwise agreed, for purposes stated in the aforementioned Point Four Agreement and program and project agreements subsidiary thereto.

5. This Agreement [illegible] supersede or affect in any way not superseded by this Agreement the rights and obligations between the two governments except as

Enclosure #2

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provided in Paragraph [illegible] of this Article and except insofar as other agreements are inconsistent herewith.

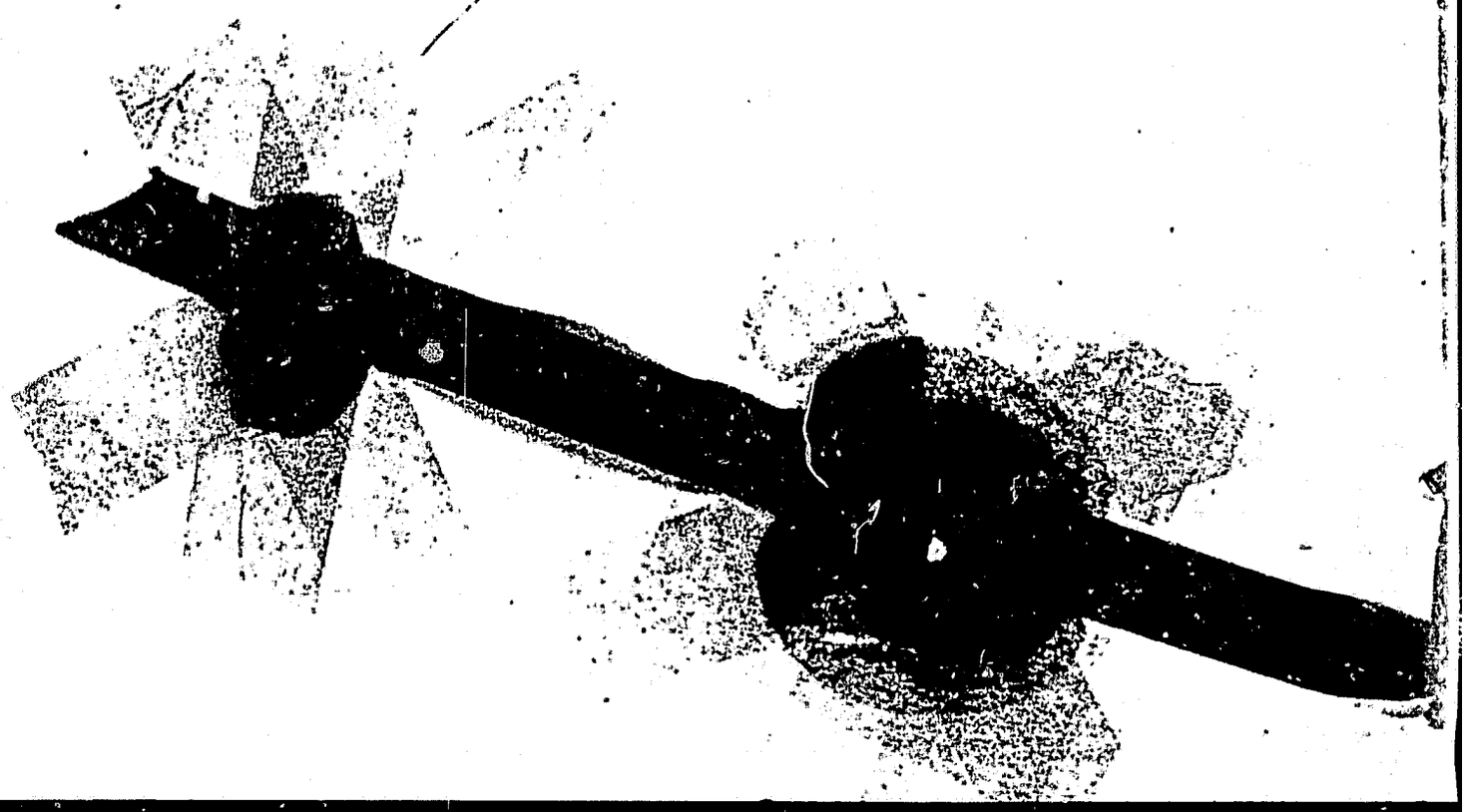
DONE in duplicate, in the English and Arabic languages, at Tripoli, this twenty-first day of July 1951.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Ambassador of the United States of America

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA

Prime Minister and Minister of Foreign Affairs



Enclosure #3

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MEMORANDUM

OF

UNDERSTANDING

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[illegible] to the General Agreement for Technical Cooperation [illegible] between the United States of America and the Government [illegible] United Kingdom of Libya signed at Tripoli on July 21, [illegible], hereinafter referred to as "the Agreement", the Government of the United States of America and the Government of the United Kingdom of Libya have reached the following understanding concerning Article III of the Agreement:

It is the intention of both Governments that the exemption from [illegible] of any tariff or duty upon personal or household goods or private motor vehicles, as provided in Paragraph 2 of Article III of the Agreement, shall be limited with respect to non-American personnel to personal or household goods or private motor vehicles brought into Libya at the time of their first arrival or at the time of the first arrival of their dependents to join them; provided, that in general the term "first arrival" shall be interpreted to include a period of up to one year following the arrival of such non-American personnel, or following that of their dependents, whichever is later; and provided further that these privileges do not apply to any personnel whose salaries are not paid directly by the Government of the United States.

Done in duplicate at Tripoli in the English and Arabic languages, both texts being equally authentic, the twenty-first day of July, 1955.

For the Government of the United States of America:

[signature]

For the Government of the United Kingdom of Libya:

[signature]

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ted Kingdom of Libya)
y of Tripoli)
ssy of the United) ss:
tes of America)

I, Theo C. Adams, Consul of the United States of America at li, Libya, duly commissioned and qualified, do hereby certify h the annexed copy of a note dated July 21, 1955 from the Am- ba dor of the United States of America for Libya to the Prime Mi ter and Minister of Foreign Affairs of the United Kingdom of Li is a true and faithful copy of the copy filed in this Embassy, the me having been carefully examined by me and compared with the sai opy and found to agree therewith word for word and figure for fig .

WITNESS WHEREOF I have hereunto set my hand and affixed the seal the Embassy of the United States of America at Tripoli, Liby this twenty-sixth day of July, 1955.

Theo C. Adams
Consul of the United States of America

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Tariff Item 38
No Fee

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American Embassy,

Tripoli, July 21, 1955.

Excellency:

I have the honor to refer to the General Agreement for Technical Cooperation between our two Governments which was signed at Tripoli on July 21, 1955.

I have the further honor to inform your Excellency's Government that my Government has, pursuant to paragraph 1 of Article I of that Agreement, designated the International Cooperation Administration as the agency which will carry out the obligations of my Government pursuant to the Agreement; and also that pursuant to paragraph 2 of Article I, my Government has designated the group of technicians and specialists to be provided by my Government as the "United States Operations Mission to Libya" and will use the title of "Director" for the official heading that Mission. The International Cooperation Administration will carry out its activities in Libya through the above-mentioned Mission.

Accept, Excellency, the renewed assurances of my highest consideration.

John L. Tappin

His Excellency

Mustafa Ben Halim,

Prime Minister and Minister of Foreign Affairs

of the United Kingdom of Libya,

Tripoli.